

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

2016 JUL 18 P 3:00

JOSE MARIA FLORES,
2138 Landmark School Road
The Plains, VA 20198

PLAINTIFF,

v.

EUROPEAN SPORT HORSES OF
AMERICA, INC. d/b/a AMERICAN
ACADEMY OF ESQUESTRIAN
SCIENCES,

Serve Registered Agent:

J. CHRISTOPHER CHAMBLIN
120 Edwards Ferry Road
Leesburg, VA 20176

and

MARINA GENN
19876 Riders Success Lane
Leesburg, VA 20176

DEFENDANTS.

CIVIL ACTION NO.

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

1:16cv918
LO/TCB

COMPLAINT

COMES NOW, Jose Maria Flores ("Plaintiff"), by and through counsel, and files this Complaint against European Sport Horses of America, Inc. d/b/a American Academy of Equestrian Science, ("Defendant AAES"), and Marina Genn, ("Defendant Genn"), on the following grounds:

NATURE OF ACTION

1. This action arises under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, for Defendants' failure to pay wages and overtime compensation for hours worked by Plaintiff.

2. Defendants engaged in actual and constructive fraud in the scheme of representing to Plaintiff that Plaintiff would be paid for his work but denying compensation after he performed the work.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and § 1337 because this action arises under the FLSA.

4. Venue is proper pursuant to 28 U.S.C. § 1391(b) because Defendant AAES is incorporated in Michigan, with its principal place of business in the Commonwealth of Virginia and in this district, and a substantial part of the acts or omissions giving rise to Plaintiff's claims occurred in this district.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b) because Defendant Genn is a resident of this Commonwealth, and a substantial part of the acts or omissions giving rise to the Plaintiff's claims occurred in this District.

PARTIES

6. Plaintiff, Jose Maria Flores, is a natural person residing at 2138 Landmark School Road, The Plains, Virginia 20198. He was Defendant's employee from. Plaintiff has not been paid overtime wages.

7. Defendant AAES is a corporation incorporated in the state of Michigan. Defendant AAES was registered in the Commonwealth of Virginia, with its principal place of business is located at 19876 Riders Success Lane, Leesburg, Virginia. Defendant AAES's registration with the Virginia State Corporation Commissions was automatically revoked on April 30, 2015 and remains revoked as of the date of filing this action. The facility operates as a training facility for equestrians and their horses, including and not limited to, boarding horses,

riding lessons, and the sale of horses, at which Plaintiff was employed as a Barn Keep and Stable Hand. Defendant AAES has regularly conducted business activity in Loudoun County, Virginia and this district.

8. Defendant Genn is a natural person residing in Loudoun County, Virginia. Defendant Genn is named as President of Defendant AAES and has operational control over Defendant AAES.

9. Defendant Genn has regularly conducted business activity in this district.

FACTS

10. At all times alleged herein, Plaintiff has never been indebted to Defendants.

11. At all times alleged herein, Plaintiff was employed by Defendant AAES and Defendant Genn.

12. At all times alleged herein, Defendant AAES is a facility that specializes in equestrian sports.

13. At all times alleged herein, Defendant Genn is the Founder and President of Defendant AAES doing business as American Academy of Equestrian Sciences.

14. Defendant Genn owns and has operational control of Defendant AAES, including the work performed, environment and conditions of employment and managerial decisions such as hiring, firing, compensating, supervising, creating schedules, maintaining time and other employment records, determining the rate and method of compensation and contracting to provide services on behalf of Defendants.

15. Defendant Genn signed checks on behalf of Defendant AAES, including paychecks issued to Plaintiff.

16. On or about May 2013, Defendants hired Plaintiff as a Barn Keep and Stable Hand and represented that he would be paid an hourly wage of \$13.00.

17. From December 2013 through November 2015, Plaintiff frequently worked more than forty (40) hours a week. Plaintiff regularly recorded his hours worked by clocking in and out at Defendants' time clock with a timesheet.

18. Defendants knew that Plaintiff worked overtime throughout his tenure at their establishment but did not pay Plaintiff one and one-half times his purported rate of pay for any overtime hours worked.

19. Defendants have willfully violated the FLSA by failing to pay him overtime.

20. Based on partial time records, the unpaid and overtime hours for this period are approximated below:

Pay Period Ending Date	Total Hours @ Regular Rate	Holiday Hours @ Regular Rate	Unpaid Overtime Hours	Total Wages Paid	Total Overtime Wages Owed
12/28/13	61.32	0.00	21.32	\$735.80	\$127.90
1/4/14	52.62	0.00	12.62	\$631.40	\$75.70
1/11/14	60.00	0.00	20.00	\$720.00	\$120.00
1/18/14	64.50	0.00	24.50	\$774.00	\$147.00
1/25/14	60.02	0.00	20.02	\$720.20	\$120.10
2/1/14	63.00	0.00	23.00	\$756.00	\$138.00
2/8/14	63.23	0.00	23.23	\$758.80	\$139.40
2/15/14	68.83	0.00	28.83	\$826.00	\$173.00
2/22/14	66.13	0.00	26.13	\$793.60	\$156.80
3/1/14	64.27	0.00	24.27	\$771.20	\$145.60
3/8/14	64.92	0.00	24.92	\$779.00	\$149.50
3/22/14	65.48	0.00	25.48	\$785.80	\$152.90
3/29/14	62.77	0.00	22.77	\$753.20	\$136.60
4/5/14	63.37	0.00	23.37	\$760.40	\$140.20
4/12/14	67.45	0.00	27.45	\$809.40	\$164.70
4/19/14	65.48	0.00	25.48	\$785.80	\$152.90
4/26/14	65.67	0.00	25.67	\$853.67	\$166.83
5/3/14	64.15	0.00	24.15	\$833.95	\$156.98
5/10/14	65.43	0.00	25.43	\$850.63	\$165.32
5/17/14	68.68	0.00	28.68	\$892.88	\$186.44
Table Continued					

[illegible]

3/7/15	64.67	0.00	24.67	\$840.67	\$160.33
3/14/15	63.68	0.00	23.68	\$827.88	\$153.94
3/21/15	64.97	0.00	24.97	\$844.57	\$162.28
3/28/15	63.88	0.00	23.88	\$830.48	\$155.24
4/4/15	63.85	0.00	23.85	\$830.05	\$155.03
4/11/15	64.17	0.00	24.17	\$834.17	\$157.08
4/18/15	65.63	0.00	25.63	\$853.23	\$166.60
4/25/15	64.38	0.00	24.38	\$836.98	\$158.49
5/2/15	63.95	0.00	23.95	\$831.35	\$155.68
5/9/15	65.33	0.00	25.33	\$849.33	\$164.67
5/16/15	66.23	0.00	26.23	\$861.03	\$170.52
5/23/15	46.75	0.00	6.75	\$607.75	\$43.88
5/31/15	50.97	9.50	20.47	\$786.07	\$133.03
6/7/15	64.17	0.00	24.17	\$834.17	\$157.08
6/14/15	65.12	0.00	25.12	\$846.52	\$163.26
6/21/15	65.58	0.00	25.58	\$852.58	\$166.29
6/28/15	60.62	0.00	20.62	\$788.02	\$134.01
7/5/15	53.43	9.50	22.93	\$818.13	\$149.07
7/12/15	64.03	0.00	24.03	\$832.43	\$156.22
7/12/15	64.33	0.00	24.33	\$836.33	\$158.17
7/19/15	65.28	0.00	25.28	\$848.68	\$164.34
8/2/15	64.15	0.00	24.15	\$833.95	\$156.98
8/9/15	61.55	0.00	21.55	\$800.15	\$140.08
8/23/15	65.62	0.00	25.62	\$853.02	\$166.51
8/30/15	63.48	0.00	23.48	\$825.28	\$152.64
9/6/15	63.25	0.00	23.25	\$822.25	\$151.13
9/13/15	52.77	9.50	22.27	\$809.47	\$144.73
9/20/15	65.95	0.00	25.95	\$857.35	\$168.68
10/4/15	63.75	0.00	23.75	\$828.75	\$154.38
10/11/15	63.15	0.00	23.15	\$820.95	\$150.48
10/18/15	64.22	0.00	24.22	\$834.82	\$157.41
10/25/15	64.47	0.00	24.47	\$838.07	\$159.03
11/1/15	61.38	0.00	21.38	\$797.98	\$138.99
11/8/15	62.67	0.00	22.67	\$814.67	\$147.33
11/15/15	64.38	0.00	24.38	\$836.98	\$158.49
11/22/15	63.53	0.00	23.53	\$825.93	\$152.97
TOTAL UNPAID OVERTIME OWED:					\$14,639.35

21. Upon information and belief, Defendants failed to inform Plaintiff of his rights under the FLSA and failed to post a notice informing employees of those rights, as required by the Department of Labor.

22. Plaintiff has suffered emotionally and financially by being unable to pay monthly bills and being forced to deal with the stress of not being paid regularly.

CLAIMS FOR RELIEF

COUNT I

***Violation of the Fair Labor Standards Act
Overtime Compensation Requirements***

23. The preceding paragraphs are re-alleged herein.

24. Defendants had actual or constructive knowledge of the overtime hours Plaintiff worked.

25. Defendants willfully failed to compensate Plaintiff for overtime hours that Defendants regularly required Plaintiff to work.

26. Defendants willfully violated the FLSA by failing to pay Plaintiff one and one-half times his regular rate of pay for each workweek in which Plaintiff worked more than forty (40) hours.

27. For the foregoing reasons, Plaintiff has suffered substantial emotional and financial damages. Under 29 U.S.C. § 216(b), Plaintiff is entitled to unpaid overtime compensation and additional equal amount as liquidated damages, attorneys' fees and expenses and costs.

28. Plaintiff is due an amount of Fourteen Thousand Six Hundred Thirty-Nine Dollars and Thirty-Five Cents (\$14,639.35) for unpaid overtime wages in addition to other actual damages arising from Defendants' failure to pay Plaintiff.

29. Plaintiff is due a combined amount, including unpaid wages and liquidated damages, of Fourteen Thousand Six Hundred Thirty-Nine Dollars and Thirty-Five Cents (\$14,639.35).

30. Plaintiff is due attorneys' fees, costs and expenses in bringing this litigation.

WHEREFORE, Plaintiff requests this Court issue judgment against Defendants jointly and severally in the amount of Fifty Thousand Dollars (\$50,000.00) and Plaintiff, attorneys' fees, costs and interest, and such other relief this Court deems just and proper, all amounts to be determined at trial.

JURY DEMAND

Plaintiff demands a trial by jury.

Respectfully submitted,

JOSE MARIA FLORES
By counsel

FIRSTPOINT LAW GROUP, P.C.



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Counsel for Plaintiff

CONSENT FOR SUIT UNDER THE FAIR LABOR STANDARDS ACT

I, Jose Maria Flores, authorize FirstPoint Law Group, P.C. to sue European Sport Horses of America, Inc. dba American Academy of Equestrian Science and Marina Genn, under the Fair Labor Standards Act to recover overtime compensation, including interests, costs and attorneys' fees. I ask that attorneys' fees and costs be awarded to FirstPoint Law Group, P.C. I authorize my counsel to compromise and settle any claim or take other appropriate actions in this lawsuit.

Jose Flores Sanchez
Jose Maria Flores
2138 Landmark School Road
The Plains, VA 20198

07-15-2016
Date